

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

**RLE INTERNATIONAL, INC., a Michigan
corporation,**

Plaintiff,

v.

**Case No. 2:25-cv-10582
Hon. _____**

**MULLEN TECHNOLOGIES, INC., a
California corporation,**

Defendant.

COMPLAINT

Plaintiff RLE International, Inc., by and through the undersigned counsel, and for its Complaint against Defendant Mullen Technologies, Inc., hereby states as follows:

PARTIES

1. Plaintiff RLE International, Inc., a Michigan corporation (“RLE”), is a citizen of Michigan and a Michigan corporation with its principal place of business in Michigan.

2. Defendant Mullen Technologies, Inc., a California corporation is a citizen of California and a California corporation (“Mullen”), with its principal place of business or office in California.

JURISDICTION AND VENUE

3. Jurisdiction is based upon diversity of citizenship between a United States citizen and a foreign citizen with an amount in controversy exceeding the sum or value of \$75,000 exclusive of interest and costs. 28 USC § 1332 (a)(2).

4. Venue is proper in this District pursuant to 28 § USC 1391 (b)(2) for the reason a substantial part of the events giving rise to this claim arose in this District. In addition, Mullen conducts business in this District and has appointed Telos Legal Corp as its Registered Agent.

BREACH OF CONTRACT

5. On May 19, 2022, Mullen issued its Purchase Order 2-220519-07 to RLE to design, build, integrate, and validate complete 2 off Track Vehicles in the amount of \$3,615,686.00. The referenced Purchase Order is attached hereto as Ex. 1 and made a part hereof.

6. RLE completed its obligations under the Purchase Order and delivered the products to Mullen.

7. Mullen made certain payments on the Purchase Order but breached its remaining payment obligations thereunder by, among other breaches, failing to pay the balance currently owing under the outstanding invoice in the amount of \$361,568.40 attached hereto as Ex. 2 and made a part hereof.

8. As a direct natural and proximate result of Mullen's breach, RLE has been damaged in the amount of \$361,568.40.

Wherefore, RLE requests Judgment be entered against Mullen in the amount of \$361,568.40 plus costs, interest, and attorney fees as allowed by statute and court rule.

Dated: March 3, 2025

Respectfully,

/s/ Michael M. Jacob
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